



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### LOCAL FIXED ROUTE AND ADA COMPLIANT PARATRANSIST BUS SERVICE

ACCEPTANCE DATE: Prior to 4:00 p.m., March 24, 2014 "Atomic" Time

RFP NUMBER: QQ-01845

ACCEPTANCE PLACE: Department of Management and Financial Services  
Division of Procurement, MSC #41C  
One Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.29 and 6.30. Please complete the Proof of Authority to Transact Business in Virginia form on page 41 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

A Pre-Proposal Conference will be held on February 25, 2014 at 1:00 p.m. in the Department of Management & Financial Services Main Conference Room, One Harrison Street, SE, 4<sup>th</sup> Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Proposal should be directed to:

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This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: February 12, 2014

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

## REQUEST FOR PROPOSAL

### LOCAL FIXED ROUTE AND ADA COMPLIANT PARATRANSIST BUS SERVICE

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Prepared By: Donald R. Legg, CPPO Date: February 12, 2014  
Purchasing Agent

# **LOCAL FIXED ROUTE AND ADA COMPLIANT PARATRANSIST BUS SERVICE**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing in operating local fixed route and Americans with Disabilities Act (ADA) compliant paratransit bus service. The scope of this RFP includes performing all tasks described herein including but not limited to the following:

- rolling stock
- experienced licensed vehicle operators
- appropriate levels of customer service functions
- a facility to maintain and store buses

In addition, the County is asking offerors to propose on three scenarios.

- Scenario #1 will be one contract administered by County staff for both Loudoun County and Town of Leesburg services.
- Scenario #2 will result in two independent contracts, one covering only County services and administered by the County, and a second contract for only Town of Leesburg services administered by the Town.
- Scenario #3 will be for a single contract to cover only County services.

**Offerors are required to provide pricing for all services contained in all three scenarios.**

## **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

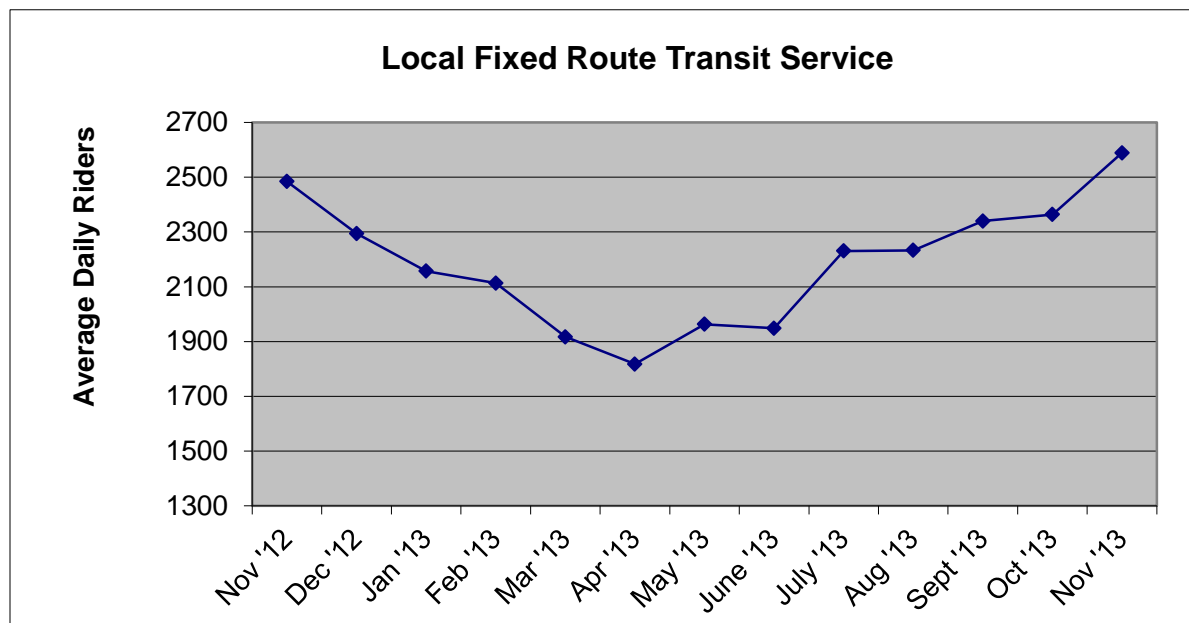
## **3.0 BACKGROUND INFORMATION**

Loudoun County has a short history of public transportation. In the late 1990s the only fixed route public transportation provided in Loudoun County was a version of on demand (dial-a-ride/curb to curb) transit service. This type of transit continued until 2001 when fixed route service was introduced in the County. This began with three routes within the Town of Leesburg. In July 2002, the Route 7 fixed route (which was called the Route 7 to 7 on 7 for many years) began. The following year, in 2003, the Sterling Connector (April), the Purcellville Connector (May) and the Dulles 2 Dulles Connector (October) began running. Ashburn Farm and Ashburn Village services began in November 2004.

In April 2009, the West Falls Church Express commenced operating. This route is a public-private partnership between the transit provider, the County and two private entities that are contributing funding towards the route's operation. Initially this was a privately contracted service between George Washington University and a service provider and grew to a local fixed route providing all day connection between Loudoun County and West Falls Church Metrorail Station.

The most recent routes added to the local fixed route service in 2012 include the Sugarland Run Connector, the Countryside Connector and the Herndon Monroe Connector.

The following is a summary table of ridership on the above routes over the last 12 months.



A February 1, 2013 letter from the Virginia Department of Rail and Public Transportation (DRPT) confirmed that under the 2010 census models, Loudoun County falls almost entirely within the Washington, D.C. urbanized area (UZA), and that effective October 1, 2013 most of the current Loudoun County and Leesburg transit routes referenced above no longer qualified for FTA 5311 funding for rural areas. Only the Purcellville Connector fixed route and the three on-demand routes that operate primarily in western Loudoun (which are not part of the scope of this RFP) remain eligible for rural funding.

The County and Town of Leesburg applied for FY 2014 state operating assistance grants from DRPT in early February 2013. As the designated recipients of these grants, the County and Town of Leesburg will now be responsible for receiving, distributing, and accounting for all state funds as they relate to local fixed route transit services.

The Board of Supervisors authorized the County Purchasing Agent to issue an emergency contract to the County's current transit provider to continue to operate the local fixed route service from October 1, 2013 through June 30, 2014. The County's Department of Transportation and Capital Infrastructure (TCI) is managing the current emergency contract and will in turn manage the contract awarded under this RFP.

#### **4.0 OFFEROR'S MINIMUM QUALIFICATIONS**

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

Offerors must demonstrate they have a minimum of five (5) years of experience in providing similar local fixed route and paratransit bus operations on a scale equal to or greater than what is listed in the scope of services.

#### **5.0 SCOPE OF SERVICES AND GENERAL COUNTY/CONTRACTOR RESPONSIBILITIES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

##### **5.1 General: County / Contractor Responsibilities**

###### **A. County**

The County will provide:

- planning and oversight functions for the County subsidized routes, consistent with County transit planning documents,
- the Countywide Transportation Plan and the Transit Development Plan.
- EZ Pass transponders for Contractor use in support of County public transit service on the Dulles Greenway, Dulles Toll Road and Dulles Airport Access Road slip gate/ramp;
- route planning and printed schedules;
- forms for records required by County;

- marketing and promotion of service;
- public outreach;
- administrative oversight and contract management and
- other functions considered appropriate by the County.

The County is also responsible for the following:

- establishing minimum acceptable service and performance operational standards;
- assisting with verification of on-time performance;
- provision of identification of bus stops and coordination of sign installation and/or replacement;
- coordination of shelter acquisition and installation; and
- marketing program development and implementation.

#### B. Contractor

The Contractor shall provide:

- the rolling stock (fleet) as described in the fleet section of this RFP,
- support vehicles,
- maintenance and storage facilities,
- any other equipment necessary to deliver the service.
- all support equipment (shop equipment, service vehicles, computer systems, phone systems, etc.) and personnel necessary to begin and maintain operation of service.
- All personnel shall be hired and trained, procedures established, a safety program developed, facilities and equipment readied for operation, and all other activities pertinent to service commencement.

The Contractor will complete all hours of service on a daily basis, based on County provided schedules and specified routes; provide insurance as specified in this RFP; furnish and utilize communication devices with Contractor employees; perform all maintenance, inspections, and service required to maintain the fleet used in County service; use any systems / software provided and mandated by the County for support and provision of service and for reporting purposes; establish and maintain a high level of customer service in support of the County service, free of operator and equipment complaints, as specified throughout this RFP; comply with all federal, state, and local mandates related to the fleet, or service provision; be responsible for payment of all non-vehicle or non-facility related taxes,

violation fines, etc. Additionally, the Contractor shall provide a staffed customer service center to receive phone calls during all days and hours of service operation, and will compile and prepare reports on customer service related calls, as directed by the County.

The Contractor will be responsible for meeting all ADA mandates related to provision of fixed route transit service, including providing of ADA compliant complementary paratransit service, a reservation center, and eligibility certification of paratransit eligible riders. A comprehensive plan outlining the process for delivery of ADA compliant service shall be included in the proposal.

5.2 Service Description

Currently, the County and the Town of Leesburg independently contract for local fixed route and ADA compliant paratransit service.

This procurement may result in contract(s) based on any one of the following scenarios:

- **One combined** service contract, administered by the County, inclusive of both County and Town service.
- **Two independent** contracts, one covering only County service and administered by the County, and a second contract for Town of Leesburg service, administered by the Town.
- **One contract for County** service only, administered by the County.

Proposers shall propose on all three (3) scenarios and proposers shall provide three separate pricing scenarios to allow flexibility in the resultant contract(s). Service hours and bus requirements are specified below, to assist proposers in providing pricing for the three (3) scenarios.

Scenario One - One Contract for County and Town of Leesburg services					
	Service Hours	Paratransit hours	30 passenger buses	15-20 passenger buses	Trolley
Combined Contract	62,813	9789	8	14	1
Scenario Two - Independent contracts for Loudoun County and the Town of Leesburg service					
	Service Hours	Paratransit hours	30 passenger buses	15-20 passenger buses	Trolley
County Contract	51,957	6777	8	9	
Town of Leesburg Contract	10,856	3012		5	1
Scenario Three - One Contract for County service					
	Service Hours	Paratransit hours	30 passenger buses	15-20 passenger buses	Trolley
County Contract	51,957	6777	8	9	
Note: These bus requirements do not include spare fleet.					

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### 5.2.1 Fixed Routes

The Contractor shall operate all designated routes using Contractor provided equipment, Contractor provided operators and supervisors, and shall provide at the Contractor's expense, all fuel, supplies and accessories necessary for safe operation of such vehicles. All related costs shall be included in the Contractor's proposed hourly service rate. The Contractor and Contractor's personnel shall maintain and operate said vehicles and perform the services at all times in a safe, efficient, and lawful manner, and shall comply with all lawful orders, rules and regulations of properly constituted authorities governing the operation of motor vehicles. The Contractor shall complete all scheduled route hours on a daily basis as specified by the County. The Contractor agrees that the vehicles used in performing the services shall, at all times, be maintained and operated in a manner satisfactory to the County and suitable for passenger transportation, and shall comply with ADA requirements for provision of fixed route services. The Contractor shall maintain all vehicles per the standards of the manufacturer, and in a reasonably accepted level of cleanliness. The Contractor shall pay all taxes or other levies legally assessed on any vehicle used to perform services in Loudoun County.

The conceptual routes and route descriptions are included as Exhibit A of this RFP.

The County may reduce or provide no service on certain holidays. Such changes in service will be determined by the County and coordinated with the Contractor at least two weeks in advance of the holiday, unless otherwise agreed by the parties. During periods of inclement weather, the County will coordinate with the Contractor as to the safety and feasibility of continued operations, with the County having the ultimate decision related to operations.

### 5.2.2. Paratransit

The Contractor shall provide paratransit service in a non-discriminatory manner in compliance with the requirements of ADA, and shall strive to meet best practices for overall operational effectiveness and efficiency. This service shall be available to riders who are unable to ride the fixed route service. As a part of



offeror's proposal, offeror shall submit a comprehensive ADA paratransit plan that includes:

- A description of the eligibility and certification process
- The reservation / trip request process
- ADA related reservation center and operator training
- Description of any software used in reservation booking / tracking
- Description of vehicles and related accommodations to be used in provision of ADA paratransit service delivery
- A summary of offeror's prior experience in providing ADA paratransit service

#### 5.2.3. Customer Service Functions

The Contractor shall provide a customer service telephone number and staffing to adequately serve the level of inquiries from the public and to respond to rider inquiries and concerns. This function shall be available during all service operating hours. A record of inquiries and resolutions shall be maintained and provided to the County as part of the monthly review meeting(s), or upon request from the County. This information will be used by the County and the Contractor to improve service delivery.

#### 5.2.4. Hourly Rates

The County will pay for services on a "bus service hour" basis, as determined by the County. A bus service hour is defined as the time from first scheduled pickup to last scheduled drop-off, inclusive of any scheduled deadhead time that may be incurred by multiple runs performed. The billable bus service hours do not include deadhead time to the first scheduled pickup or from the last scheduled drop-off.

#### 5.2.5. Federally funded rolling stock, facilities, and infrastructure

The County does not utilize any federal funding in provision of transit service. Therefore, the offeror's proposal shall include a statement confirming that there is no federal interest or that any federal interest in rolling stock, facilities, and infrastructure intended

to be used in provision of County service, has been extinguished through DRPT. This statement will be forwarded to DRPT for verification.

#### 5.2.6. Facility

The transit service is primarily provided in eastern Loudoun County communities and in the Town of Leesburg. Therefore, the County recommends that the Contractor identify the location of the transit service support facility central or proximate to the transit service location. The location and functional description of the facility shall be included in the proposal.

### 5.3 Fare Collection

The County regards fares as an essential funding mechanism for County transit operations and the Loudoun County Board of Supervisors establishes fare policy and fare levels for the County's transit service.

The current County fare policy for County awarded is below. If a separate contract is awarded with the Town of Leesburg the Contractor shall abide by any fare policies that the Town of Leesburg has in place.

Local fixed-route base fare for Loudoun County fixed-routes is \$1.00 in cash, except for the West Falls Church (WFC) Express, which costs \$2.00 in exact cash for a one-way trip, and the Leesburg Safe-T-Ride, which is free for riders.

Children under the age of 10 may ride for free. Students and employees of George Washington University (GWU) and the Howard Hughes Medical Institute (HHMI) are eligible for free rides on the WFC Express when they provide valid identification. Both GWU and HHMI are financial contributors to the WFC Express Route.

The current system does not include transfers, therefore a single fare is charged every time a transit rider boards a bus.

It is the responsibility of the Contractor to follow the fare policy, and to collect and account for all fare revenues, and to report those fare collections on the Daily Operations Report. Based on historical data, a level of farebox recovery is assumed and applied to each monthly invoice. Prior to the end of each fiscal year, in coordination with invoicing and payment of the final fiscal year invoice, and using reported data, a true up of actual fare collections vs. projections will occur between the County and Contractor. The June invoice will be adjusted to

reflect actual fare collections. The value of all fares collected is a credit and revenue to the County. However, the Contractor retains the cash collected. The Board of Supervisors in December, 2013 endorsed a plan recommending the creation and sale of daily and monthly transit passes to allow easy access and transfers for frequent riders of the local fixed route system. The Contractor will work with County staff to develop strategies and procedures for creation of a program to make daily and monthly passes available to transit riders.

Currently, there is no electronic payment program for the fixed route system. If during the term of this contract, the County desires to include the fixed route system in an electronic payment program, it is understood that this contract will be amended to include terms for that program.

#### 5.4 County Advertising

The Contractor may, and is encouraged to use, both the exterior and interior of the buses for advertising, to generate revenue in support of the service. The County Board of Supervisors has adopted guidelines for advertising on County buses. See Exhibit B. The Contractor shall adhere to these guidelines in choosing the nature and content of advertising to be placed on buses used in delivery of fixed route County service.

Advertising shall not be placed on, or within the bus, so as to interfere with any decals that identify the bus as being in Loudoun County service, or to cover any essential rider information.

Based on historical data, a level of advertising revenue is assumed and applied to each monthly invoice, as a credit to the County.

#### 5.5 Staff

All Contractor employees shall, at all times, be and remain employees of the Contractor which is solely responsible for their training, supervision, compensation, promotion and discharge. In addition to the terms and conditions herein, the Contractor will maintain policies to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry.

##### 5.5.1 Compensation

The attraction and retention of an operator workforce that professionally represents Loudoun County to the riders of the service and the public is important to Loudoun County. Contractor shall make every effort to provide a competitive wage and benefits package to attract and retain staff. To that point, the Contractor shall propose a pay scale that provides at least a comparable starting wage and incremental increases, and to

provide, at a minimum, the same benefits as are provided by other providers in the Northern Virginia region for all operators, supervisors, dispatchers, cleaners and maintenance personnel. A proposed compensation and benefits plan (detailed by employee classification) shall be submitted as part of the Comprehensive Staffing Plan section of the offeror's proposal.

#### 5.5.2 Pre-employment Checks

At a minimum, the Contractor shall conduct pre-employment DMV checks of the issuing state of license of all personnel used in the direct delivery of service, and shall check DMV records at least every six months. The findings of each record check shall be available to the County upon request.

Additionally, fifteen year criminal background and employment checks are to be completed as part of the pre-employment process. These findings shall be available to the County upon request.

#### 5.5.3 Operator Requirements

Operators shall meet the following requirements:

- No more than two moving violations in the last five years prior to submitting a proposal for this RFP.
- Must be at least 21 years of age.
- If license has ever been suspended, operator shall have most recent two full years with no violations.
- None of the following: (1) has been convicted of a felony; (2) any record of alcohol or drug offense.
- Operator may not be addicted to the use of alcohol or controlled substances.
- Operator may not be subject to outstanding warrants for arrest.
- Operator shall be able to read, write, and speak English. The County is the sole judge of this requirement.
- Operator shall understand the County's fare structure, and be fully familiar with the operations of any fare collection equipment, current or future.
- Operator shall have thorough knowledge of the routes, stops, and service area as evidenced by training, testing, and certification prior to operating in revenue service.
- Operators of transit routes shall be certified in all routes to allow for reassignment of vehicle operators.
- Operators shall be trained and certified in the use of the buses provided by Contractor, and any additional vehicle assigned to the service.

- Operator shall be able to respond to complaints or problems as required, and shall maintain a courteous attitude, responding to customer inquiries and concerns.
- No smoking is allowed on or immediately proximate to the buses at any time.

#### 5.5.4 Uniforms

The Contractor shall provide standardized uniforms requiring the inclusion of Loudoun County identification. This identification will be prescribed by the County. While on duty, drivers shall be well groomed, clean and dressed in complete uniform. Any deviations from the designated uniform require the written approval of the County contract administrator.

#### 5.5.5 Key Personnel

The Contractor shall employ other persons as are necessary to enable the Contractor to perform the services of the contract. Top management positions are considered "key management" and the County reserves the right to approve Contractor-proposed candidates for the positions of the County assigned General Manager and Operations Manager. These two positions are to be dedicated to the management of County service, and shall not be used for any other projects without the prior approval of the Loudoun County Director of Transportation and Capital Infrastructure, or his designee. The General Manager shall serve as the primary point of contact for the County. In the absence of the General Manager, the Operations Manager shall serve as the primary contact for the County. The General Manager and Operations Manager shall be identified, and a resume submitted as part of the Comprehensive Staffing Plan submitted as part of the offeror's proposal. The County reserves the right to require immediate removal or reassignment of any Contractor employee from County service it deems unfit for service for ANY reason, not contrary to law.

### 5.6 Fleet Requirements

#### 5.6.1 Initial Bus Requirements

Buses with a seated capacity of approximately 30 passengers are required for provision of service on the Route 70 (7 to 7 on 7) and Route 84 (Dulles Town Center to Wiehle-Reston East Metrorail). Smaller (15 to 20 passenger seat) buses are recommended for all other fixed routes and delivery of ADA compliant paratransit

service. Initial fleet needs for startup of the contract are detailed below:

Scenario One - One Contract for County and Town of Leesburg services			
	30 passenger buses	15-20 passenger buses	Trolley
Combined Contract	8	14	1
Scenario Two - Independent contracts for Loudoun County and the Town of Leesburg service			
	30 passenger buses	15-20 passenger buses	Trolley
County Contract	8	9	
Town of Leesburg Contract		5	1
Scenario Three - One Contract for County service			
	30 passenger buses	15-20 passenger buses	Trolley
County Contract	8	9	
Note: These bus requirements do not include spare fleet.			

In addition, the Contractor shall maintain a spare fleet of buses to ensure that service can be operated in its entirety, and that a spare bus can be dispatched immediately to restore service to passengers on buses unable to complete service due to mechanical failure or accident involvement.

#### 5.6.2 Electronic Signage

All buses operated in fixed route service shall be equipped with Luminator signs or comparable, and shall display route and destination information at all times.

#### 5.6.3 ADA Accessibility

All buses operated in service shall be ADA accessible with operable ramps or lifts. The Contractor shall have a procedure for regularly checking the working condition of ramps or lifts. The Contractor shall have a procedure in place for responding to situations where lifts fail in service. If the headway to the next bus with a working lift is more than 30 minutes, alternative transportation shall be dispatched immediately to transport the rider

who is unable to board to his or her final destination. On-Board stop announcements shall be made and external announcements shall be made at all stops served by more than one route. Staff handling reservations and inquiries related to Paratransit service, along with all bus operators are to be trained to proficiency in serving riders with disabilities. Training should be appropriate to the duties performed and include instruction in treating riders with disabilities in a respectful and courteous manner. Additionally, vehicle operators shall be trained in operating the accessibility equipment on-board vehicles.

#### 5.6.4 Support Vehicles

The Contractor shall provide all support vehicles necessary to support the service delivery such as maintenance vehicle, road supervisor vehicles, and accessibility access vehicles.

#### 5.6.5 Spare buses

Spare buses and drivers are to be ready to operate in the event of an accident, incident or mechanical failure of a bus that is in service. The Contractor shall dispatch a spare bus within ten minutes to address a vehicle breakdown, accident, or any incident that impacts traffic and service delivery.

#### 5.6.6 Bus Age / Mileage

At least thirty days in advance of the commencement of service, the County will complete a "condition inspection" of all buses programmed for County service. The County has the right to request the most recent year of maintenance records on any bus, and reserves the right to require the removal of any bus from County service.

#### 5.6.7 Branding

The County will require the Contractor to decal (brand) the buses to demonstrate to the public that this is a County service. The County will develop the "branding" and will work with the Contractor on placement of the decals.

#### 5.6.8 Future Bus Requirements

During the term of this contract, additional buses may be required for expanded or new service. The County will provide the Contractor a minimum of six-months' notice to acquire buses, unless otherwise agreed by the parties, and the addition of equipment will be documented in a Contract Amendment.

### 5.7 Miscellaneous

#### 5.7.1 Planning Participation; Run Cutting; Route Safety Reviews

The Contractor shall participate in service planning meetings with County staff related to transit service modifications or expansions. Additionally, the Contractor will provide staff and buses to perform run cutting and timing for schedules, and will complete route safety reviews.

#### 5.7.2 Operations Meetings with County Staff

Contractor key staff shall participate in meetings with County staff to discuss and resolve issues that arise under the contract, including operational matters, customer service issues, along with any concerns related to service delivery. These meetings will be coordinated by the County.

#### 5.7.3 Driver Safety Meetings

The Contractor shall establish a safety committee and meet on a monthly basis to discuss such issues as accidents, unsafe practices, security issues, training refreshers and program improvements, etc. The County will appoint a representative to be a member of this committee.

#### 5.7.4 Bus Stop/Bus Shelter Maintenance

As part of the transit program, there are one hundred ninety-four signed bus stops along routes in the County and the Town of Leesburg (Exhibit D). The Contractor shall be responsible for maintenance of the bus stops and bus stop signs on the routes, to specifically include:

- Operators shall be responsible for daily visual inspection of the bus stop areas and bus stop signs for graffiti and trash. Operators should report any observed issues with bus stops daily, and the Contractor should take necessary steps to correct any issues within five days.



Additionally, there are twenty-one bus shelters located in the County and Town of Leesburg. Some of these shelters are the responsibility of communities or private entities, and some are the responsibility of the County / Town. As part of this proposal, the offeror should submit pricing, on a “per shelter basis” for maintaining County/Town owned shelters to include:

- Operator daily visual inspection and reporting of the shelter structure, the shelter pad area, lighting and removal of any graffiti or trash within five days.
- Any damage to the structure should be documented on an incident report, captured on photographs, and submitted to the County. With the written approval of the County contract administrator, the Contractor shall make the repairs to the shelter, and may submit itemized costs for labor and materials with the monthly invoice.

## 6.0 TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non negotiable.**

### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director, Department of Transportation and Capital Infrastructure or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director, Department of Transportation and Capital Infrastructure or his authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

### 6.2 Term

The Contract shall cover the period from July 1, 2014 through June 30, 2017, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to two (2) additional

one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of thirty-six (36) months. Any increase in prices or rates after the initial term or any renewal term shall be negotiated at the renewal dates.

### 6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

### 6.4 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

### 6.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

### 6.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.7 Insurance

Contractor shall procure, maintain, and provide proof of insurance coverage as required herein. Proof of coverage shall be submitted annually, fifteen (15) days prior to the anniversary date of this Agreement, and such coverage shall be maintained by Contractor for the duration of the Agreement or as otherwise may be required. Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.

A. Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by Contractor.

B. Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. General Liability

Coverage shall be at least as broad as:  
Comprehensive General Liability endorsed to include  
Broad Form, Commercial General Liability Form  
including Products/Completed Operations.

- Minimum Limits

General Liability:

\$10,000,000 General Aggregate Limit  
\$10,000,000 Products & Completed Operations  
\$10,000,000 Personal and Advertising Injury  
\$10,000,000 Each Occurrence Limit  
\$100,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

2. Automobile Liability

Coverage sufficient to cover all vehicles owned, used,  
or hired by Contractor, his agents, representatives,  
employees or subcontractors.

- Minimum Limits

Automobile Liability:

\$10,000,000 Combined Single Limit  
\$10,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

3. Umbrella Liability

- \$5,000,000 or a total of \$15,000,000 in liability coverage.

C. The following provisions shall be agreed to by Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:  
If the liability insurance purchased by Contractor has been issued on a "claims made" basis, Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. Contractor must either:
  - a. Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment for the

Agreement for General Liability policies This certificate shall evidence a "retroactive date" no later than the beginning of Contractor's work under this Agreement, or

- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. Contractor agrees to provide insurance issued by companies within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. Contractor will provide on request certified copies of all insurance coverage related to the Agreement within ten (10) business days of request by the County. These certified copies will be sent to the County from Contractor's

insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

- c. Any certificates provided shall indicate the Agreement name and number.
- 6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).
- 7. Compliance by Contractor with the foregoing requirements as to carrying insurance shall not relieve Contractor of their liabilities provisions of the Agreement.
- D. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- E. Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
- F. If an "ACORD" Insurance Certificate form is used by Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- G. Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 6.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section

shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.11 Notice of Required Disability Legislation Compliance \*

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.12 Ethics in Public Contracting \*

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Division of Procurement upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia

Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.13 Employment Discrimination by Contractors Prohibited \*

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.14 Drug-free Workplace \*

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the



provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.15 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

6.16 Immigration Reform and Control Act of 1986 \*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.18 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Contractor will have all employees wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed

under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

6.19 Exemption from Taxes \*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, on a County provided electronic template.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Transportation & Capital Infrastructure  
P.O. Box 7000  
Leesburg, VA 20177

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 6.21 Payments to Subcontractors \*

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### 6.22 Assignment of Contract \*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

#### 6.23 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.24 Contractual Disputes \*

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.25 Severability \*

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.26 Governing Law/Forum\*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1

6.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

**TO COUNTY:**

Department of Transportation  
& Capital Infrastructure  
P.O. Box 7000  
Leesburg, VA 20177  
Attn: Transit & Commuter Services Division  
Manager

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.28 Liquidated Damages:

The County and County transit patrons who depend on the service to access employment, medical appointments, etc. will suffer damage if the service rendered by the Contractor is inadequate. Therefore, the County may apply liquidated damages for inadequate service delivery infractions. The County has identified the service delivery infractions, has indicated the nature of the damage that would be suffered due to each type of

infraction, and has assigned an amount of liquidated damage to each. These delivery infractions and related damages are detailed in Exhibit C.

The County will inform the Contractor of any infraction when they are brought to the County's attention. The Contractor will have 5 days to research the infraction and respond to the County. The County will also inform the Contractor of the results of the County's investigation(s). Based on this information, the County will inform the Contractor of any liquidated damages that may be applied to the next monthly invoice.

Failure to assess liquidated damages in any circumstances does not negate or abridge the County's right to assess such damages in the future for the same infraction or infractions of the contract for which the County previously waived or failed to assess such damages.

#### 6.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

#### 6.30 Authority to Transact Business in Virginia \*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### 6.31 Confidentiality

##### 6.31.1 Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.

- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### 6.31.2 County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

#### 6.32. Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

#### 6.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

#### 6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## 7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

<u>Criteria</u>	<u>Points</u>
A. Demonstrated experience in providing similar service	15
B. Demonstrated ability to provide required fleet and facility	20
C. Ability to provide qualified staff	20
D. Ability to provide a comprehensive paratransit program	15
E. Startup Plan and Timeline	10
F. Cost of Service	20
Total	100

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

## 8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- **Statement of Experience** – A proposal section detailing offeror's experience with operating local fixed route and ADA compliant paratransit bus service(s) on a scale equal to or greater than what is requested. Include a minimum of three current references from similar transit



operations. Include safety experience and ratings. Also include in your list: Reference (contact person name, title, full address, email, and telephone number of a reference within each agency); period of contract; value of contract; services offered and results. The County may contact these agencies for references. *Failure to include references shall be cause for rejection of proposal as non-responsive. Firm hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.* Indicate whether your firm has ever been debarred by a public agency or have had a contract terminated due to performance issues

- **Fleet and Facility Plan** – A detailed listing of the vehicles proposed for use in the local transit service (assigned vehicles and spares), including year, make and model, seated capacity, ADA compliant accessibility accommodations, signage, and current mileage; a summary maintenance plan assuring compliance with manufacturer guidelines and a plan for assuring bus cleanliness; the location and functional description of the facility for storage of buses and to house all support functions is to be included in the proposal.
- **Staffing Plan** – A comprehensive staffing plan including a table of organization, resumes of all key positions, retention and incentive strategies, pay scales, description of benefits, etc. An operator training program is to be included detailing the components/modules, duration, and testing elements.
- **Paratransit Plan** - A comprehensive ADA paratransit plan including a description of the eligibility process; the reservation / trip request process; ADA related reservation center and operator training; a description of any software used in reservation booking / tracking.
- **Startup Plan and Timeline** – A detailed timeline and description of all startup activities required to be prepared to effectively deliver transit service July 1, 2014, as required. The startup plan to include titles of the staff member responsible for each task, along with overall responsibility for startup to meet the contract effective date.
- **Financial Statement** - Most current certified financial statement. If proprietary, must comply with Virginia Freedom of Information Act 2.2-3700 et seq. and 2.2-4342 of the Virginia Public Procurement Act.
- **Compliance with Terms and Conditions** - State your firm's compliance with the Terms and Conditions as listed in Section 6.0. Specifically list any deviations.

## 9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.

- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required. Offerors are required to provide pricing for all services contained in all three scenarios.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on March 24, 2014. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original and four copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

## 9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal opening date *or by 5:00 p.m. March 14, 2014*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.8 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.9 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.10 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.11 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of

a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.17 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.18 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

9.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with §2.2-4321 of the Code of Virginia is available upon request.

9.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.21 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.24 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.



Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4th Floor  
Leesburg, Virginia 20175

## LOCAL FIXED ROUTE AND ADA COMPLIANT PARATRANSIST BUS SERVICE PROPOSAL SUBMISSION FORMS

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. QQ-0145 for the price as stated in Attachment 1.

Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. F.O.B. Destination-Freight Prepaid and Included:	_____
4. Delivery Within:	_____ Days ARO
5. Proof of Authority to Transact Business in Virginia Form:	_____
6. Minimum Qualification Documentation:	_____
7. References (on County form):	_____

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (9.9): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.*





## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

### HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01845

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> Dodge Reports	
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

QQ-01845

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**

**RIDER CLAUSE**  
**Use of Contract by Members of the**  
**Northern Virginia Cooperative Purchasing Council and**  
**the Metropolitan Washington Council of Governments**

RFP Local Fixed Route and ADA Compliant Paratransit Bus Service

QQ- 01845

This clause is intended to allow a successful contractor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

**OFFEROR'S AUTHORIZATION FOR PARTICIPATION:**

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Authority		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

OFFEROR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This form must be completed and returned with proposal.

## ATTACHMENT 1 PRICING PAGES

Scenario 1				
A. Local Fixed Route Service	Year	Estimated Hours	Hourly Rate	Total Cost
	1	62,813	\$	\$
	2	62,813	\$	\$
	3	62,813	\$	\$
			Total A	\$
B. ADA Compliant Paratransit Bus Service				
	1	9,789	\$	\$
	2	9,789	\$	\$
	3	9,789	\$	\$
			Total B	\$
			Total A and B	\$

Scenario 2				
A. County Contract Only – Local Fixed Route Service	Year	Estimated Hours	Hourly Rate	Total Cost
	1	51,957	\$	\$
	2	51,957	\$	\$
	3	51,957	4	\$
			Total A	\$
B. County Contract Only ADA Compliant Paratransit Service				
	1	6,777	\$	\$
	2	6,777	\$	\$
	3	6,777	\$	\$
			Total B	\$
			Total A and B	\$

C. Town of Leesburg Contract Only Local Fixed Route transit Service	Year	Estimated Hours	Hourly Rate	Total Cost
	1	10,856	\$	\$
	2	10,856	\$	\$
	3	10,856	\$	\$
			Total C	\$
D. Town of Leesburg Contract Only ADA Compliant Paratransit Service				
	1	3,012	\$	\$
	2	3,012	\$	\$
	3	3,012	\$	\$
			Total D	\$
			Total C and D	\$

Scenario 3				
A. County Contract Only Local Fixed Route Service	Year	Estimated Hours	Hourly Rate	Total Cost
	1	51,957	\$	\$
	2	51,957	\$	\$
	3	51,957	\$	\$
			Total A	\$
B. County Contract Only ADA Compliant Paratransit Service				
	1	6,777	\$	\$
	2	6,777	\$	\$
	3	6,777	\$	\$
			Total B	\$
			Total A and B	\$

Bus Shelter Maintenance

\$\_\_\_\_\_ per shelter

Offeror confirms that there has never been any federal interest in rolling stock, facilities or infrastructure intended to be used in provision of County service.

Or

Offeror confirms that any federal interest in rolling stock, facilities, and infrastructure intended to be used in provision of County service has been extinguished through the Virginia Department of Rail and Public Transportation.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Signator \_\_\_\_\_

Title of Signator \_\_\_\_\_